Sec'd. H-27—104,036—4-11-49.

Dept (1951) Department.

Ms SERIES.

G.O. NO. 870

Dated 26-2-51

FOR MYSORE STATE

[Despatch Abstract.]

Plans - M.L Iron Ore and Red Oxid (Bellary) - Hospet taluk - Vyasanakere Vge Sy No. 2 and 3 - 538.81 acres - Grant to Sri K Narayanaiah - Sanctioned

REVENUE DEPARTMENT

Subject:

MINING-Mining lease-Iron ore and red oxide(Bellary)-Hospet Taluk-Vyasanakeri village-S.Nos.2 and 3-Application of Sri K. Narayaniah of Bellary-submitted

Ref:L:247/51-1 Station: M A D R A S 18th January 1951

From

Sri N.C. Thomas,B.A., Joint Secretary, Board of Revenue,

SRI V.N. KUDVA, I.C.S., COMMISSIONER OF COMMERCIAL TAXES.

Read from the Collector of Bellary No.RC.6539/50 dated 3-1-51

Sri K. Narayanaiah of Bellary has applied for the grant of mining lease for ten years to mine iron-ore and Red oxide over an extent of Ac.538-81 comprising S.Nos.2 & 3 of Vyasanakeri village of Hospet Taluk. The application is in order. He has credited the application fee of Rs.200/- and the deposit of Rs.500/- towards preliminary expenses in chalan Nos.355/29-4-50 and 758/3-5-50 in the Bellary Sub-treasury as required by rules 28 and 29 of the Mineral concessions rules 1949.

S.Nos.2 and 3 of Vyasanakeri village are classed as "Reserve Forest" in the Revenue accounts. The District Forest Officer, Bellary who was consulted in the matter, reports that he has no objection to the grant of the lease.

The certificate of approval of the applicant was renewed for the year 1950 in Government memorandum No.158 Development Department dated 18-3-1950 and communicated in Board's L Dis 2020/50 dated 1-4-1950 as a fit person to prospect for and mine all major minerals except natural gas and petroleum in the Madras State. His application for renewal of the same for the year 1951 has also been submitted to the Board with this office R.C.No.17868/50-A-1 dated 12-12-1950.

In the circumstances I recommend that the lease applied for by the applicant may be granted for a period of ten years to mine Iron ore and Red oxide over an extent of 538.81 acres comprising S.Nos.2 and 3 of Vyasanakeri village of Hospet Taluk subject to the general conditions mentioned in sub-rule(1) of rule 41 of the Mineral concession rules 1949, and also the Special Conditions enumerated in sub para 2 of para I of the said rules as drafted and finalised in G.O.Ms. 4044 Development Department dated 5-10-1950 and 4080 Development Department dated 7-10-1950(in respect of the two leases granted to Sri Vadde Nagappa of this district).

The original and revised applications, chalans for Rs.200 and Rs.500 a copy of R.C.No.264/50 dated 13-10-1950 from the Range Officer, Hospet with a copy of L.Dis.1424/50 M.3 dated 17-11-1950 from the District Forest Officer Bellary and a ferro-prussiate copy of the sketch showing the area applied for are enclosed.

Copy of L.Dis.1424/50.M.3. dated 17-11-1950 from the District Forest Officer Bellary to the Collector Bellary

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MINING-M.L.Iron and Red Oxide-Hospet taluk Vysanakeri village S.O.Nos.2,3 forest reserve opinion called for

Ref:Your No 6539/50 A.1. dated 5-6-1950

A copy of the Hospet Range Officer's No.264/50 dated 13-10-1950 is enclosed along with the sketch sent to me in your above reference.

The grant of lease is recommended.

Copy of Rc.No.264/50 dated 13-10-1950 from the Range Officer Hospet to the District Forest Officer,Bellary

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MINING-M.L.Iron ore and Red Oxide-Hospet taluk Vyasanakeri village S.O.Nos. 2&3 forest reserve opinion called for

D.F.Os No 1424/50 dated 14-6-1950

With reference to the above I beg to report that I have inspected the above area on 7-10-1950. This area falls with in a distance of about 3 miles from Vyasanakeri village. The area contains an average type of forest growth consisting of Anogrissus latifolia, Soymidafebrifuga Belichandrone [illegible], Tisyphusseylopysus and scattered Hardivickia binata.Lending this area [illegible] above lease will not cause any hindrance to the neighbouring villages

0

towards their grazing facilities etc., since there is a big area of unreserved forest adjacent to the Reserve Forest. Hence this area can be recommended for the above lease. The old sketch supplied to this office is herewith resubmitted as required by the District Forest Officer

/true copy

Reference:

Submitted to the Government.

2. In the circumstances reported by the Collector the Board recommends that a mining lease for Iron ore and red oxide over an extent of 538-81 acres in S.Nos.2 and 3 of Vyasanakeri village, Hospet taluk, Bellary District may be granted to Sri K. Narayaniah of Bellary for a period of ten years subject to the general conditions mentioned in sub rule (1) of Rule 41 of the Mineral Concession Rules,1949 and also to the special conditions under sub rule(2) of the same rule as mentioned in G.O.Ms.4044 Development dated 5-10-50 and G,O.Ms.4080 Development dated 7-10-50.

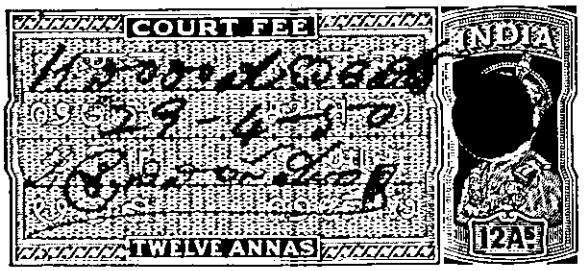
For Joint Secretary

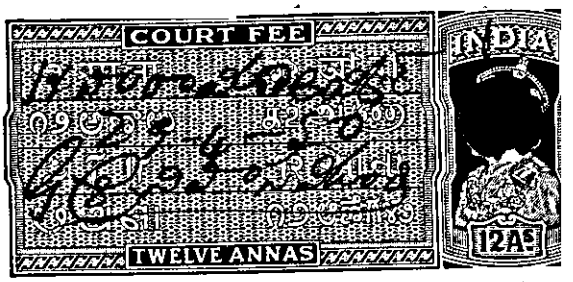
To

The Secretary to Government
Development Department Madras
(with application chalans for Rs.200/- and Rs.500/- and sketch to be returned)
NS 18.1.

4 AL
1.59
A1

6539
50-A1





APPLICATION FOR MINING LEASE.

1. If the applicant is an individual his name nationality profession and residence and
   If the applicant is a company syndicate partnership or private firm its name nature and place of business.
   — K. Narayaniah, ~~Hindu~~ India, Mineral merchant, Fort. Bellary
2. The number and date of the Notification of the grant or renewal of certificate of approval of the applicant.
   — Memo No. 158 Dt 18.3.50. Published at page 811 Dt 4.4.50 of Fort St. George Gazette Part I.
3. A description illustrated by a map or plan showing as accurately as possible the situation boundaries and area of the land in respect of which the lease is required.
   — Vyasanakere Reserve Forest as shown in the Sketch. (Area about 600 acres). Hospet Taluk.
4. The mineral or minerals which the applicant intends to mine.
   — Iron & Red oxide.
5. The areas and minerals within the jurisdiction of the Provincial Govt for which the applicant or any person joint in interest with him already holds a mining lease.
   — A list is given on the back of this application.
   If the applicant holds a prospecting licence for the area applied for the number and date of such licence.
   — nil
7. The period for which the lease is required.
   — 10 years.
8. The industry, if any, which the applicant proposes to develop and the location of such industry.
   — nil.

Bellary,
Date. 29. 4. 50.

Signature of applicant.

4

1.	S.No.852 of Kothapalle Kurnool Dist	Barytes	30 acres.
2.	S.No.764 ,, ,,	Barytes	38-90 Acres.
3.	S.No.388 of Chadrapalle ,,	Barytes	18-38 Acres
4.	Jaladurgam R.F. ,,	Barytes	28-00 Acres
5.	Sirvel R.F. ,,	Barytes	6-00 Acres
6.	S.No.333 of Chndrapalle ,,	Steatite	6-88 Acres

3/5

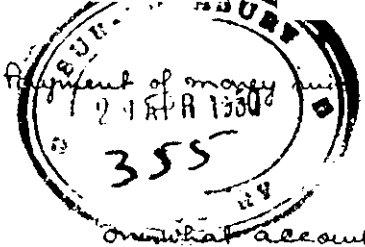
APPLICATION FOR MINING LEASE.

1. Name, residence, profession and nationality of the applicant if he is an individual or if the applicant is a company, syndicate, private firm or partnership, its name and nature place of business and the place of registration or incorporation. — K. Narayaniah, Mineral Merchant, Post. Bellary.
2. The number and date of the Gazettee Notification of the grant of the certificate of approval of the applicant. — Memo No. 158 Dt 18.3.50 published at Page 811 Dt 4.4.50 of Part I of the Gazettee.
3. Specification of the mineral or minerals which the applicant intends to mine. — Iron ore & Red oxide.
4. A description illustrated by a map or plan showing as accurately as possible the situation boundaries and area of the land with respect to which the lease is required. — Vyasanakeri Reserve Forest. Survey Nos 2 and 3 extent 362.18 and 176.63 in all 538.81 as shown in the Sketch
5. Whether the area applied for has been durably demarcated and if so how and what distinguishing marks and demorcations bear. — To be surveyed and demarcated after the lease is sanctioned, as per Rule 30
6. The area within the jurisdiction of the State Government for which the applicant or any person joint in interest with him already holds a mining lease. — 148.14 acres as shown in the original application.
7. The period for which the lease is required. — Ten years.
8. Whether the application is for a fresh or renewal of concession previously granted. — Fresh.
9. The means by which the mineral is to be raised by hand labour, mechanical labour or electric power. — Hand Labour.
10. Approximate estimate of the quantity of mineral expected to be raised during the first year. — Ten Thousand Tons.
11. The manner in which the mienral raised is to be utilised:-
    a. for manufacture in India.
    b. for export to foreign countries.
    In the ~~case~~ former case the industries in connection with which it is required and the location of such industries. In the ~~latter~~ case the countries to which the mineral will be exported should be stated. — For export to U.S.A, Japan, U.K and other foreign Countries.
12. If the applicant intends to supervise the work his previous experience of mining should be explained. If he intends to appoint a manager the name of such manager and the nature and extent of his previous experience be specified. — I have an experience of about five years in mining. no.
13. (a) The number and date of the treasury Receipt for the remittance of Rs.200 being the application fee. (b) The amount deposited for meeting preliminary expenses and the number and date of the Treasury receipt thereof. — challan No. 355 dated 29.4.50 of Bellary Sub Treasury. Rs 500 into Bellary Sub Treasury on 8.5.50.
14. If the applicant holds a prospecting license for the area applied for the number and ate of such license. — no

15.12.50.

Signature of applicant

Chalan for Payment of money into Bellary Sub Treasury.



No. .

Date . 29. 4. 50.

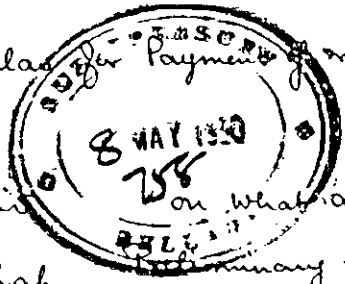
By whom Paid	On what account.	Amount	Remarks
K. Narayanaiah for Bellary	Application fee for a Mining Lease	200	
		200	

Rupees Two Hundred only.

Signature

Rs 200/-

Chalan for Payment of money in Bellary Sub Treasury



No. Date.

By whom Paid.	On what account.	Amount	Remarks.
K. Narayaniah "Adh. Bellary	Preliminary expenses for a Mining Lease	500.	
		500-0-0	

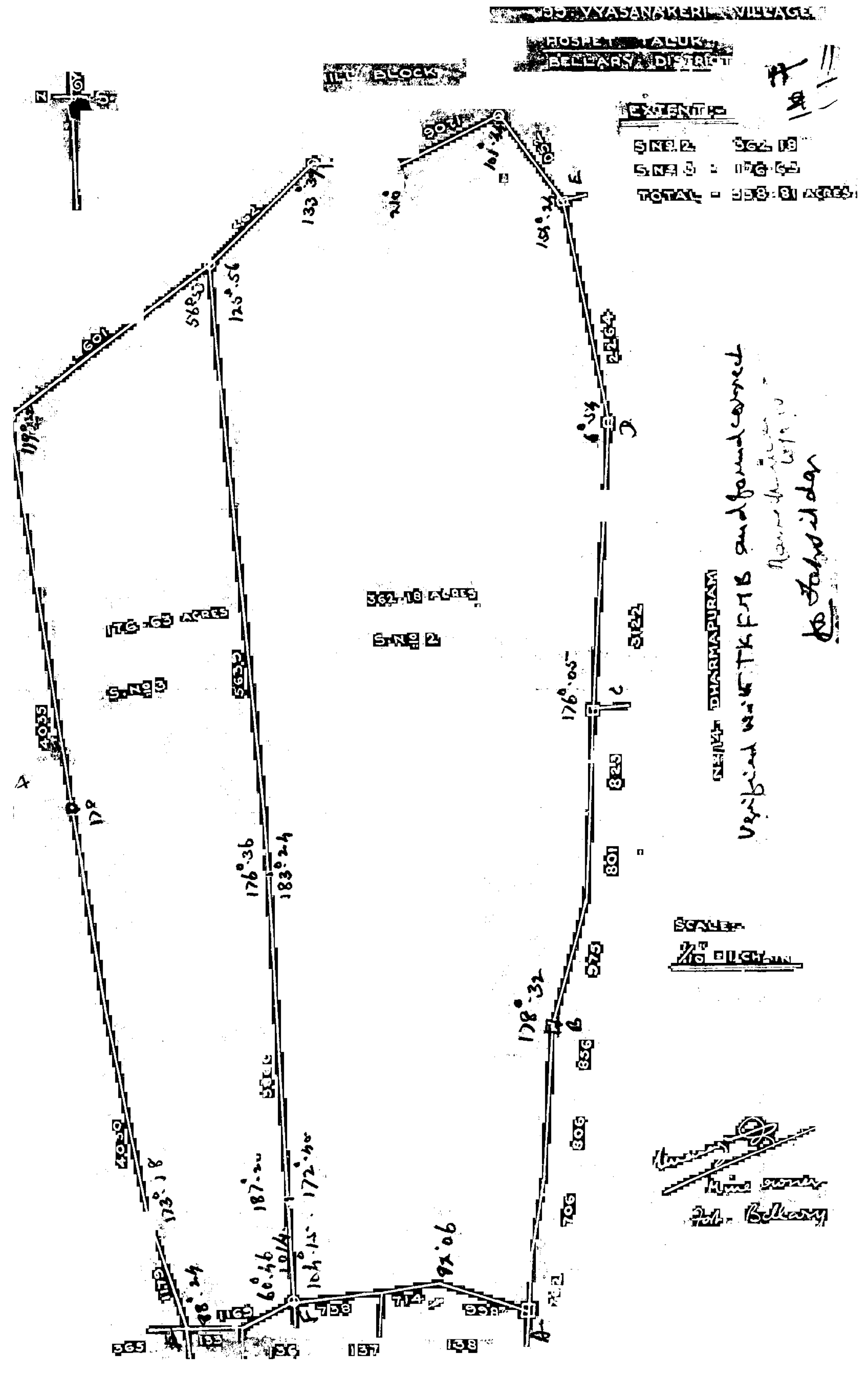
Rupees Five hundred only

Signature. [signature]

Rs 500/ [illegible] only

[signature]

[signature]



55 VYASANAKERI VILLAGE
HOSPET TALUK
BELLARY DISTRICT
ILL BLOCK
EXTENT:-
S.No. 2 362.18
S.No. 3 : 176.63
TOTAL - 538.81 ACRES
362.18 ACRES
S.No. 2
176.63 ACRES
S.No. 3
No. 14 DHARMAPURAM
SCALE:-
1/10" = 1 CHAIN
Verified with TK FMB and found correct
Tahsildar
Mine owner
for Bellary
1206
750
2264
3122
825
801
975
836
806
706
601
562
5639
4035
4030
1179
1169
758
714
998
365
135
136
137
138

77
31/1

Dev T- P

Memo no. 9902 I/57-1 dated 30.1-57.

Subs: Mines - M.L - Iron ore and Red Oxide - (Bellary) - Hospet taluk - Vyasanakeri Vge - Srnos. 2 & 3 - Ex. 538-81 ac - Applin of Sri K. Narayanaiah

Ref: i) From the Coll of Bellary no. Re. 6539/50 dated 3.1.57.

ii) From the Bd of Rev ref no L.247/57-1 dated 18.1.57

It has been stated in the application and in the Collectors letter cited that the applicant requires a mining lease for Iron Ore and Red Oxide. It is presumed that "Red Oxide" * Red Oxide of the

is meant.)

9902

The Collector of Bellary is requested to confirm

29/1/57 29.1.57.

29.1.57

TO

The Collr Bellary

Copy to [illegible]

Rcd. 25.2.57.

BM 5/2

Proc:- It is not clear from the Cf. whether by Red Oxide, Red oxide of Iron or any other oxide is meant Presumably Red Oxide of iron is meant. However the Collr. may be asked to Confirm Subject to orders the draft above is subtd.

29/1/57 29.1.57.

29.1.57

15

Rc. No. 6539/50 A.1. Dated 12-2-51.

From:

Sri G. Rami Reddi, B.A.,
Collector, Bellary.

To:

The Assistant Secretary to Government,
Development Department, Fort St. George,
Madras.

18340 J/51
15/2

Sir,

Subject: Mines - Mining lease - Iron ore and Red Oxide of iron (Bellary) - Hospet taluk - Vyasanakeri village - S.Nos 2 and 3 - Extent 538-81 acres - application of Sri K. Narayaniah - report - submitted.

Reference: Government Memorandum No. 9902 J/51-1 Dev. Dept. dated 30-1-51.

Pp 13-14 above

Sri K. Narayaniah, the applicant confirms by stating that by 'Red Oxide' he means 'Red Oxide of iron' and requests that the lease applied for by him to mine Iron-ore and Red Oxide of Iron may kindly be granted.

For Collector. 15-2-51

P.I.13.2. 13/2

Copy submitted to the Secretary to the Board of Revenue, Madras for information.

Cro 9902 J/51 127/2/3

Development (J) Department.

Mines - Mining lease - Iron Ore and Red Oxide (Bellary) Hospet taluk - Vyasanakeri village - S.Nos. 2 and 3 - 538.81 acres - grant to Sri K. Narayaniah - Sanctioned.

Read:

From the Board of Revenue Ref: No. L.247/54-1 dated 18.1.54

G.O. MS. NO. 870 DATED 26-2-51.

The Government sanction the grant to Sri K. Narayaniah of Bellary of a mining lease for Iron Ore & Red Oxide for a period of ten years over an extent of 538.87 acres in S.No. 2 & 3 of Vyasanakeri village, Hospet taluk Bellary District subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in the Government Treasury, ——, before the 10th January of every year.,

(ii) The lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the lease,

(iii) the lessee shall not fell trees if any without the previous permission of the Collector and if it is found that he has felled any trees without such permission he shall pay the .....

18

pay the value of the trees together with a compounding fee subject to a maximum of 10 times the value of the said trees.

(iii) ~~(iv)~~ the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc. without the previous permission of such authority or the State Government;

(iv) ~~(v)~~ the lessee shall not use land for surface occupation without giving proper notice to the Collector

(v) ~~(vi)~~ the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the collector for weighing the minerals collected by him;

(vi) ~~(vii)~~ the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governer and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the same;

(vii) ~~(viii)~~ the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents.

p.t.o.

(viii) ~~(ix)~~ that on the occurance of any accident, the lessee shall report, such accident immediately to the nearest police station/nearest the Factory Inspector and the Labour Commissioner.

(ix) ~~(x)~~ the lessee shall execute an indemnity bond to Government against the claims of third parties;

(x) ~~(xi)~~ the lessee will at the expiration or sooner determination of the said term deliver upto the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings, structures and other works and conveniences which/at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals.

(xi) ~~(xii)~~ If after the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same/shall, if not removed by the lessee within one calendar month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the

F/20

Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the ~~lessee~~ lessee in respect thereof.

(xii) ~~(xiii)~~ In the event of the existence of a ~~state~~ state of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the ~~Government~~ Or after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may pre~~e~~mpt at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all direction given by or on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the ~~xxxx~~ exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the ~~xxxx~~ said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(xiii) ~~(xiv)~~ (a) the ~~licencee~~ lessee shall not enter upon or commence prospecting or mining operations in any reserve forestsituate upon the said lands without ~~this~~ thirty days previous notice in writing to the District Forest Officer nor without .....

nor without obtaining the written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe.

(b) the area without the reserved forest limits must be demarcated by a declared fire line of ~~x~~ 40 ft. wide which will be cut and kept cleared by the Forest Department at the expense of the ~~xxxxxxxx~~ lessee.

(c) the ~~xxxxxxx~~ lessee must ~~xxx~~ at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair ~~xx~~ as determined by the District Forest Officer.

(d) the ~~xxxxxxx~~ lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out.

(e) the ~~xxxxxxxx~~ lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the ~~xxxxxx~~ lease without the previous permission of the D.F.O. and the value of such treets etc. shall be paid for ~~xx~~ by the ~~xxxxxxx~~ lessee at rates to be fixed by the District Forest Officer. He must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring ~~xx~~ the matter immediately to the notice of the Range Officer.

(xiv) (xvi) The lessee should keep the stocks or beryl or any other prescribed substance under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of ~~xxx~~ royalty, dead rent and surface .....

22

surface rent shall be as follows:

Royalty : (a) Used for extraction of iron annas 8/- per ton.
(b) Used for other purposes Re 1/- per ton.

Dead Rent : Rs 5/- (Rupees five only) per acre per annum for extraction of iron

Surface Rent : At such rate as the land revenue and Cesses assessable on the land are paid

3. The applicant should pay a deposit of Rs. ~~1/-~~ 1000/- as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

4. The form of the lease deed is being drafted separately and the terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

5. Pending the execution of the lease deed in the proper form, the Government have no objection to the lessee starting mining operations after giving an undertaking

(1) to abide by the above conditions and also the conditions governing the lease which will be hereafter prescribed by the Government and

(2) to give possession of the land to Government if so required by them at any time before the execution of the lease deed without liability to pay any compensation to him for any expenditure ~~incurred~~ incurred by him and

(3) after paying an additional security deposit of Rs. 500 for the due fulfilment of those conditions.

5 6. The Collector of Bellary is requested to take .....

pc 23

take necessary further action.

19.2.57

19.2.57.

To the Board of Revenue.
To the Collector of Bellary
To Sri K. Narayaniah
Mineral Merchant, Fort Bellary.
Spare copies 3.

C.B. entry against 10.5.51 for executing the lease deed and the indemnity bond.

Entered as item 849

GOVT. OF MADRAS.

ABSTRACT.

MINES - Mining lease - Iron Ore and Red Oxide (Bellary) - Hospet taluk - Vyasankeri village - S.Nos.2 and 3 - 533.81 acres - grant to - Sri K.Narayanaiah - sanctioned.

DEVELOPMENT DEPARTMENT.

G.O.Ms.No.870. Dated 26th February 1951.

Read the following:-

From the Board of Revenue Ref.No.L.Dis.1/51-1 dated 18-1-51.

ORDER.

The Government sanction the grant to Sri K.Narayanaiah of Bellary of a mining lease for Iron Ore and Red Oxide for a period of ten years over an extent of 533.81 acres in S.Nos.2 and 3 of Vyasankeri village, Hospet taluk, Bellary District, subject to the conditions mentioned in sub-rule(1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in the Government Treasury before the 10th January of every year;

(ii) the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the lease;

(iii) the lessee shall not operate on the surface or any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc. without the previous permission of such authority or the State Government;

(iv) the lessee shall not use land for surface occupation without giving proper notice to the Collector;

(v) the lessee shall provide and shall keep at all times up-to-date the pit head full equipment of weighing machines of modern type to the satisfaction of the collector for weighing the minerals collected by him;

(vi) the lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working, developing and carrying away the same;

(vii) the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents;

(viii) that on the occurrence of any accident, the lessee shall report such accident immediately to the nearest police-station, the nearest Factory Inspector and the Labour Commissioner;

(ix) the lessee shall execute an indemnity bond to Government against the claims of third parties;

(x) the lessee will at the expiration or sooner determination of the said term deliver unto the Governor all mines, [illegible] including drifts, levels, shafts, adits,

and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned w. the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings, structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may w t the sanction of the Governor have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair under and condition and fit in all respect for further working of the said minerals;

(xi) if after the determination of the lease there shall remain in or upon the said lands any engines, machinery, plant buildings, structures, tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall, if not removed by the lessee within one calendar month after notice in writing requiring their removal is given to the lessee by the Collector be deemed to become the property of the Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof;

(xii) In the event of the existence of a state of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Governor after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may pre-except at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all direction given by or on behalf of the Governor regarding the use or employment of such works, plant, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(xiii) (a) the lessee shall not enter upon or commence prospecting or mining operations in any reserve forest situate upon the said lands without thirty days previous notice in writing to the District Forest Officer nor without obtaining the written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe;

(b) the area without the reserved forest limits must be demarcated by a declared fire line of 40 ft. wide which will be cut and kept cleared by the Forest Department at the expense of the lessee;

(c) the lessee must at all times permit the forest department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and such

District Forest Officer;

(d) the lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out;

(e) the lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the lease without the previous permission of the District Forest Officer and the value of such trees etc. shall be paid for by the lessee at rates to be fixed by the District Forest Officer. He must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally demanded, he must bring the matter immediately to the notice of the Range Officer;

(xiv) The lessee should keep the stocks of ~~iron~~ beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No. XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of royalty, dead rent and surface rent shall be as follows:

Royalty: (a) used for extraction of iron annas 8/- per ton

(b) used for other purposes Re.1/- per ton.

Dead Rent: R.5/- (Rupees five only) per acre per annum for extraction of iron

Surface rent: At such rate as the land revenue and cesses assessable on the land are paid.

3. The applicant should pay a deposit of Rs.1000/- as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

4. The form of the lease deed is being drafted separately and the terms and conditions stated in the above paragraphs are subject to such further modifications, additionals and alterations as may be included in the lease deed when finalised.

5. The Collector of Bellary is requested to take necessary further action.

(BY ORDER OF HIS EXCELLENCY THE GOVERNOR)

A.M. GAVARIMATHAM,
Deputy Secretary to Government.

To the Board of Revenue
Collector of Bellary
To Sri K.Narayanaih, Mineral Merchant, Fort, Bellary.

Forwarded/By order

kvs/2.3. Superintendent.

Dw.

Cno. 9902 J/51

Mines. Mining lease - Iron Ore and Red Oxide of Iron - (Bellary) - Hospet taluk - Vyasanakere Village - Srvo. 2 & 3 - Extent 538-81 ac - Application of Sri K. Narayaniah.

From the Bd of Mines refno L. 247/51-1 & 18.1.51 (Issued as Memo no. 9902 J/51-1 & 30.1.51)
From the Coll-r of Bellary no. Re. 6539/50 A1 & 12.2.51

As:-

Sri K. Narayaniah of Bellary has applied for a mining lease for Iron Ore and Red oxide of iron for a period of ten years over an extent of 538-81 acres in Srvos. 2 and 3 of Vyasanakeri Village, Hospet taluk Bellary district. He has paid the application fee of Rs 200/- and Rs 500/- towards preliminary expenses prescribed under the Rules. He holds a valid Certificate of Approval for the year 1951.

2. The area applied for on lease is classed as "Reserve forest" in the Village accounts. The forest Dept. have no objection to the grant of the lease. The Collector of Bellary has therefore recommended the grant of the lease subject to the special conditions at 'A' on pp 1-3 of P. The special conditions have been proposed with reference to Rule 41(2) of the M.C. Rules. They are in conformity with the standard conditions approved by Govt and may be accepted if it is decided to grant the lease. The Board has agreed with the Collector and has recommended the grant of

2/

25/23/2

The lease. Under Rule 36 of the Mineral Concession Rules, an applicant should pay a deposit of Rs 1000/ if the mineral proposed to be mined is 'metalliferous'. As Iron Ore and Red Oxide of iron ~~are~~ are metalliferous minerals ~~coming under this class~~ the applicant is has to pay a Refundable security deposit of Rs 1000/-.

In the circumstances it is for orders whether the mining lease applied for will be granted subject to the conditions stipulated above. Subject to orders, a draft order is submitted below for approval.

19.2.54 19.2.54.

Rs 21/2 DS 22/2

Ht M (Land) 23/2

(Orders above)

Necessary entries have been made in the Regr. of mining concessions. The draft order below may now issue

26.2.54 26.2.54.

Rs 27/2

(Issued as Govt. Order No. 870 Dev dy 26.2.54)

Rule not applicable

SECRETARIAT 26 DEVELOPMENT

DEPUTY SECRETARY 26 DEVELOPMENT